

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between Wireless Directory Network ("WDN"), 3007 Main Street, Carrabassett, Maine and Wireless Directory Network Europe, S.L., ("WDNE") Pasaje de la Fundación 15, L-10, 28028, Madrid, Spain.

Introduction and Background

This MOU sets forth the principal terms of agreement regarding the licensing of certain WDN-owned technology and know-how to WDNE and vice versa. The parties' intent is to collaboratively commercialize the wireless directory assistance business opportunity described below to the major wireless carriers initially in Spain and secondarily to major wireless carriers in other European markets identified herein.

This MOU is intended as a legally binding agreement. It also anticipates the refinement of the details of the parties' agreement in the form of a definitive License Agreement between WDN and WDNE (the "Definitive Agreements"). The Definitive Agreements will include additional terms and conditions of the type customarily found in agreements of this type. The parties agree to negotiate in good faith to enter into the Definitive Agreements within a period of 60 days following the execution and delivery of this MOU.

Agreement

WDN will grant to WDNE a license to the intellectual property identified below and under terms and conditions specified below.

Licensed Property:

(a) Intellectual Property. WDN's rights to the operation of a wireless directory assistance system and "ComNote®" as described in Exhibit A attached hereto (the "WDN Rights"), including rights under the patent applications (and resulting patents) identified in Exhibit A. The parties acknowledge and agree that no rights or license, in addition to the license granted under the WDN Rights, are to be implied or imputed.

(b) Software. The Software required to operate the "ComNote®" system will be developed by WDNE initially for the Spanish market and adapted to each of the markets entered thereafter. The software will be owned by WDNE while active in the market and ownership will pass to WDN when WDNE stops operating.

Licenses Grant:

WDN will grant to WDNE an exclusive, royalty-bearing license within the Territories identified below to develop, market and operate a wireless directory assistance system, utilizing ComNote® as a primary privacy feature, providing directory assistance for cellular telephone users and unlisted fixed line users, as more specifically described in Exhibit A and perform services which utilize the WDN Rights, or to practice the methods of the WDN Rights and to use the software developed by WDNE in operating

the wireless directory assistance system (collectively referred to as the "WDN System").

Fields of Use:

Field of Use is restricted to operation of a wireless directory assistance network accessed via cellular telephones, fixed line telephones and the internet for cellular telephone numbers.

Initial Territory:

Spain

Additional Territories:

Additional countries within the European Union, Switzerland, Norway and Iceland.

Carrier Arrangements:

In order to implement the WDN System, WDNE must procure the commitment of Spain's principal Wireless Carriers and/or Directory Assistance providers. The license will contain sublicense provisions or other provisions that will accommodate the transaction/relationship structure agreed upon with the Carriers/DA Providers to secure their participation in the WDN System. WDNE shall be responsible for primary interface with the Carriers/DA Providers; however, the sublicense or other arrangement with the Carriers must be acceptable to WDN. WDN shall provide WDNE with prior written consent before any agreement with a Carrier/DA Provider is completed, which consent shall not unreasonably be withheld. In the event WDN decides not to accept a Carrier/DA Provider agreement proposed by WDNE, they shall provide WDNE with a written justifiable and reasonable commercial explanation for said decision.

**Reciprocal Data
Access
Commitment:**

To the extent permitted by Spanish data protection statutes and regulations, WDNE will provide WDN with access to directory assistance data or systems for purposes of operating its international directory assistance system for so long as WDNE operates a wireless directory assistance system in Spain, notwithstanding the term of the license. Access to data and systems shall be reciprocal.

License Term:

20 years. The license will be automatically renewed for decreasing terms of 10 years, 5 years and then 2 years unless one party provides notice of cancellation to the other. Thereafter the license will be subject to evergreen renewal with 2 year terms, unless one party provides notice of cancellation to the other.

Termination:

Either party shall have the right to terminate the License in the event the WDN System has not commenced commercial operation in Spain on or before 18 months following the date hereof.

Either party shall have the right to terminate the License with respect to any country in the event the WDN System has not commenced commercial operation in that country on or before 18 months following the date that country is added to the Territory, as defined herein.

Upon any material breach or default of the terms and conditions set forth in the Definitive Agreements by WDNE or any material default by a sublicensee under WDN-approved sublicenses, WDN shall have the right to terminate the Definitive Agreements and the rights, privileges and licenses granted therein effective on thirty (30) days' notice to WDNE. Such termination shall

become automatically effective unless WDNE shall have cured any such material breach or default prior to the expiration of the thirty (30) day period.

Consideration:

The consideration payable to WDN under the license granted to WDNE shall be based on earned royalties ("Royalties"). These will be due and payable on a calendar quarterly basis.

Royalties will consist of the following:

- Spain -- 12.5% of the gross revenue generated by WDNE related to the wireless directory assistance query for a wireless telephone number, whether that inquiry is made by land line telephone, wireless telephone, through the internet, via SMS or through any other means. This percentage will rise over the years as follows

- Year 2 - 13%
- Year 3 - 14%
- Year 4 - 15%

- In the event that the current business development partner for Spain (Schober PDM Iberia) drops out of the revenue share scheme, its percentage will be equally split between WDN and WDNE, leaving WDN with a maximum 20% royalty for the Spanish market.

- Additional Territories -- 25% of the gross revenue generated by WDNE in other European countries related to the wireless directory assistance query for a wireless telephone number, whether that inquiry is made by land line telephone, wireless telephone, through the internet, via SMS or through any other means.

Patents:

WDN will be responsible for the filing, prosecution, maintenance and enforcement of the European patent applications included in the WDN Rights.

Patentable inventions, developed in connection with the development and operation of the WDN System, whether developed by WDNE or WDN shall be the sole and exclusive property of WDN, but shall be subject to the license rights established hereunder in favor of WDNE.

The parties agree to notify each other in writing of any actual or threatened infringement by a third party of any European patent, or of any claim of invalidity, unenforceability, or non-infringement of any patent included in the WDN Rights.

WDN shall retain all recoveries arising out of prosecutions of infringers by WDN. WDNE shall if requested provide reasonable assistance to WDN in connection with the prosecution of such claims. Reasonable assistance is defined as providing supporting documentation, information on contacts and legal agreements etc.

WDN shall have the right to control the defense of any claim of invalidity, unenforceability, or non-infringement of any patent included in the WDN Rights. WDNE shall if requested provide reasonable assistance to WDN in connection with the defense of such claims. Reasonable assistance is defined as providing supporting documentation, information on contacts and legal agreements etc.

Approvals: WDN shall have responsibility for (a) obtaining all governmental and third-party licenses and permits necessary to operate the WDN System in Spain and any other additional territories added to the license, and (b) complying with all applicable laws, rules and regulations regarding the operation of the WDN System.

Disclaimer: WDN does not make any representations or warranties that the WDN Rights has any applications, uses or other attributes of any commercial nature, WDNE having made its own determination as to the usefulness of the WDN Rights to WDNE and WDNE's intended application(s) of the WDN Rights and any related business based on such due diligence as WDNE has deemed necessary. WDN makes no express or implied warranties with respect to the WDN Rights nor as to any product utilizing the WDN Rights, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or non-infringement of any patent or other intellectual property rights of any third party.

Limitation of Liability: In no event shall WDN or WDNE (or their respective affiliates, shareholders, directors, officers, employees, or agents) be liable for any special, indirect, reliance, incidental, exemplary, cover, or consequential damages, including loss of profits and goodwill, even if it has been advised of the possibility of such damages, regardless of the theory of liability.

Indemnity and Insurance: (a) WDNE will indemnify, defend, and hold harmless WDN against any liability or damage resulting from WDNE operations as licensee.

(b) WDN will indemnify, defend and hold harmless WDNE against any liability or damage resulting from WDN's operations as licensor.

Both parties will agree to maintain insurance or self-insurance that is reasonably adequate to fulfill any potential obligation hereunder, subject to agreed upon specified minimum levels of insurance.

Expenses: Whether or not the Transaction contemplated hereby is consummated, each party will pay its own out of pocket expenses.

Due Diligence: WDN will provide to WDNE and its designees reasonable access to such information concerning the WDN Rights as WDNE may reasonably request, and will permit WDNE and its designees to conduct any due diligence investigations at such times and upon such terms as WDNE may reasonably request.

Assignment: The license may not be assigned or sublicensed without WDN's express written consent.

Right of First Refusal: In the event that the stake holders of WDNE decide to sell the company, WDN shall be entitled to exercise their right of first refusal by matching the terms proposed by a third party.

Confidentiality:

The terms and conditions of this MOU, including its existence, shall be confidential information and shall not be disclosed to any third party by WDNE except with the WDN's prior approval.

The parties may disclose the existence of, or the terms of, this MOU to their respective officers, members of the Board of Directors, accountants and attorneys, without the written consent of WDNE and WDN.

WDN will provide reasonable and prompt approval to disclose terms to Carriers after this MOU is executed and delivered. WDNE and WDN will enter into a customary non-disclosure agreement contemporaneously with the execution of this MOU.

Board Membership Rights

WDN will be granted a non-executive sit on the Board of WDNE. The Board Member appointed by WDN will have no voting rights and his/her presence in Board Meetings will be as non-executive member. WDN shall notify in writing to WDNE the name of the person appointed to occupy this position.

Timeline:

The parties agree to work toward a timeline to be agreed in the Definitive Agreements with the intent of bringing the WDN Spain system into commercial operation within 18 months from the date of signature of this MOU.

Binding Effect:

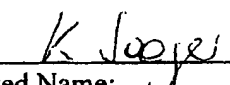
This MOU is intended to create a binding, legal, contractual commitment to proceed with the transactions described herein, notwithstanding the need to establish Definitive Agreements. The parties shall proceed in good faith and as expeditiously as possible to institute Definitive Agreement, with completion not to be later than 60 days following the date hereof.

**WIRELESS DIRECTORY
NETWORK, INC.**

By: 
Printed Name: Jeffrey L. Strunk
Its: President

December 4, 2006

**WIRELESS DIRECTORY
NETWORK EUROPE, S.L.**

By: 
Printed Name: KATRIN SEEGER
Its: Managing Director

Nov. 12, 2006